

EXHIBIT O



License Agreement

- 1. Licensee:**
Name: Big Media Holdings LLC
Address: 1979 Marcus Avenue, Suite 210
Lake Success, NY 11042
Attn: Daniel Wilk
- 2. Licensor:**
Name: Hoplite Entertainment
Address: 6725 Sunset Blvd. Suite 250
Los Angeles, CA 90028
Attn: Jon Smith
- 3. Authorized Broadcaster:**

- 4. Effective Date:** This Agreement shall be effective as of the last date of execution.
- 5. Program:** Culinary Escapes (10 x 30')
- 6. Rights Granted:** Exclusive Pay TV (premium and/or basic), SVOD, NVOD, VOD, PPV and non-theatrical, satellite, cable, IPTV, wireless or any other means of reception on any kinds of devices, along with catch-up, and rolling 5. Licensee shall have the right to sublicense the Rights Granted herein to Authorized Broadcaster only.
- 7. Holdback:** Licensor represents and warrants that it shall not grant, license or undertake to license the Free TV, AVOD, FVOD or other media rights to the Program during the License Period within the Territory.
- 8. Language:** Original English, local dubbed and/or subtitled languages.
- 9. Runs:** Unlimited
- 10. Territory:** Afghanistan, American Samoa, Armenia, Azerbaijan, Bahrain, Bangladesh, Bhutan, Brunei, Cambodia, China, Cook Islands, Cyprus, Fiji Islands, French Polynesia, Guam, Hong Kong, India, Indonesia, Iran, Iraq, Japan, Jordan, Kazakhstan, Kiribati Islands, Korea, Kuwait, Kyrgyzstan, Laos, Lebanon, Macau, Malaysia, Maldives, Marshall Islands, Micronesia, Mongolia, Myanmar, Nauru, Nepal, New Caledonia, Niue, North Mariana Islands, Oman, Pakistan, Palau, Papua New Guinea, Palestine, Philippines, Pitcairn, Qatar, Saudi Arabia, Seychelles, Singapore, Solomon Islands, Sri Lanka, Syria, Taiwan, Tahiti, Tajikistan, Thailand, Timor-Leste, Tokelau, Turkmenistan, Tuvalu, Uzbekistan, United Arab Emirates, Vanuatu, Vietnam, Wallis & Futuna Islands, Western Samoa, Yemen, Algeria, Chad, Djibouti, Egypt, Eritrea, Ethiopia, Kenya, Libya, Madagascar, Mali, Mauritania, Morocco, Somalia, South Sudan, Sudan, Tonga, Tunisia, Western Sahara.

- 11. License Period:** Forty (40) months commencing upon September 30, 2020 ("License Start Date").
- 12. License Fee:** US \$11,000.00 (\$1,100 p/eps) net of all tax and withholdings.
- 13. Payment Terms:** 50% (\$5,500.00) within 90 days of mutual execution.
50% (\$5,500.00) within 90 days of License Start Date, subject to technical acceptance of Materials.
- 14. Delivery Materials:** As per Exhibit A, along with English time-coded scripts, music cue sheets, and high resolution images. Delivery shall occur within fifteen (15) days of mutual execution. Material shall be deemed accepted in the event Licensee and Authorized Broadcaster does deliver written notice of defect to Licensor within 30 days of delivery. Any refusal shall be detailed in a technical report in writing delivered to Licensor within 30 days of delivery of all episodes.
- 15. Indemnification:** Licensor shall indemnify and hold harmless Licensee, its officers, directors, authorized assignee from and against any and all claims, liability, reasonable costs and expenses, including reasonable attorneys' fees, arising from the breach of any warranty, representation or agreement of Licensor hereunder or the use of the Program as granted pursuant to this Agreement.
- 16. Licensee Warranty & Representations:** Licensee represents and warrants that:
 - a) Licensee is a limited liability corporation duly organized, validly existing and in good standing under the laws of the State of Delaware;
 - (b) Licensee has the full power and authority to enter into and perform the Agreement in accordance with its terms;
 - (c) Licensee is not bound by any contractual obligation that would be violated by its execution or performance of this Agreement; and
 - (e) Licensee shall not authorize the duplication, reproduction or other use of the Program for any purpose other than that contemplated by this Agreement.
 - (f) Licensee in its discretion shall not be entitled to delete the credits in whole or in part.
 - (g) This Agreement is a valid and binding obligation of Licensee, enforceable in accordance with its terms
 - (h) Licensee indemnifies Licensor, its assignees, employees, Licensees and officers against any loss or liability, costs, damage or expense including reasonable legal fees incurred by Licensor by reason of the breach of any warranty representation undertaking or agreement made by Licensee hereunder.

**17. Licensor Warranty
& Representations:**

(a) Licensor is a corporation validly existing and in good standing under the laws of the state of California.

(b) Licensor has the right to enter into this Agreement, to grant the rights herein granted and to fully perform its obligations hereunder.

(c) All rights herein granted to Licensee are free and clear of all liens and encumbrances that are not expressly subordinate to the rights of Licensee.

(d) All recording, synchronization, mechanical, non-dramatic performing rights and any other necessary rights to the music in the Program have been obtained for the distribution of the Program and for the exploitation of the Licensed Rights in the Territory in the Media in accordance with the terms hereof.

(e) No claim or litigation is pending or threatened with respect to the Program or any right therein.

(f) No part of the Program nor the exercise by Licensee of any of the rights herein granted to Licensee will violate or infringe the copyright, trademark, tradename, patent, literary, intellectual, artistic or dramatic right, right of privacy, or civil property, or any other rights whatsoever of anyone.

(g) Each person rendering services or furnishing material in connection with the Program or whose name, voice, likeness, work, composition, or material appear in or are used in connection with the Program are have granted, released and authorized the use of same in the Program and in advertising, publicity and promotion thereof, in accordance with this Agreement and any applicable restrictions under guild agreements of which Licensor shall so advise Licensee in writing.

(h) Upon Licensee's request, Licensor shall promptly deliver to Licensee a copy of each contract, assignment or other document reasonably required to establish or evidence a chain of title to the rights granted to Licensee herein and to protect Licensee's rights hereunder.

18. Assignment:

The Licensee shall be entitled to sublicense the rights granted herein to the Authorized Broadcaster only and subject to the following: any agreement between the Licensee and the Authorized Broadcaster shall fall under the scope of this License Agreement. Licensee shall remain fully and primarily responsible and liable to Licensor for any Authorized Broadcaster breach of any obligation under this Agreement.

19. Termination:

Each party shall have the right to terminate this Agreement after delivery of written notice of a default and/or material breach of this Agreement to the other party and the breaching party fails to cure the default and/or breach within thirty (30) days of receipt of such notice from the other party.

- 20. Miscellaneous:** This agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and wholly performed therein, without regard to principles of conflicts of law. This agreement contains the full understanding of the parties with respect to the subject matter hereof. Facsimile signatures shall be deemed originals for all purposes.

Agreed:

Agreed:

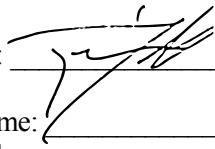
LICENSEE

LICENSOR

BIG MEDIA HOLDINGS, LLC

HOPLITE ENTERTAINMENT, INC.

By:  _____

By:  _____

Name: _____

Name: _____

Title: _____

Title: _____

Date signed: _____

Date signed: _____

EXHIBIT A